

STARS CENTER LEASE AGREEMENT

THIS LEASE AGREEMENT (this “Lease”) is made this ____ day of _____, 2008, by and between the City of Frisco, Texas, a municipal corporation of the State of Texas and a home rule city (the “Lessor”) and Zoom Sports, Inc., a Texas corporation (the “Lessee”). Lessor and Lessee sometimes are referred to herein collectively as the “Parties” or singularly as a “Party”.

RECITALS

A. Lessor owns certain improvements constructed in connection with the development of a public ice hockey facility known as the “Stars Center” (the “Leased Premises”).

B. Lessee has requested the right to lease the Leased Premises and Lessor has agreed to lease the Leased Premises to Lessee, on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged and confessed by each of the parties hereto, the parties hereto have agreed and, intending to be legally bound, do hereby agree as follows:

ARTICLE 1

Grant, Term of Lease and Certain Definitions

1.1 Leasing Clause. Upon and subject to the terms and provisions contained herein, Lessor does hereby lease, demise and let unto Lessee, and Lessee does hereby take and lease from Lessor, the Leased Premises, to have and to hold the Leased Premises, together with all the rights, privileges, easements and appurtenances belonging to or in any way pertaining to the Leased Premises, for the term and subject to the provisions hereinafter provided.

1.2 Term. The term of this Lease shall be for a period commencing on the Commencement Date and terminating on the fifth (5th) anniversary of the Commencement Date unless earlier terminated in accordance with the provisions of this Lease or as extended as provided in Article 17 of this Lease.

1.3 Certain Definitions. The following terms shall have the meaning set forth in this Section 1.3:

(a) Affiliate. With respect to any person or entity, (a) each person or entity that, directly or indirectly, owns or controls, whether beneficially, or as a trustee, guardian or other fiduciary, ten percent (10%) or more of the capital stock having ordinary voting power in the election of directors of such entity, (b) each entity that controls, is controlled by or is under common control with such person or entity and (c) in the case of individuals, the immediate family members, spouses and lineal descendants of individuals who are Affiliates of the person.

For the purposes of this definition, “control” of a person or entity shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract, by virtue of being an executive officer or a director or otherwise.

(b) AV Taxes. Any and all property taxes and ad valorem taxes assessed against the Leased Premises or Lessee’s interest therein that accrue during and are applicable to the Term.

(c) Base Rent. The lease payments for the Leased Premises provided in Article 2 hereof.

(d) City. The City of Frisco, Texas, a municipal corporation of the State of Texas and a home rule city.

(e) Commencement Date. The earlier of (i) sixty (60) days following the date on which the Leased Premises are delivered to Lessee in broom clean condition suitable for commencement of Lessee’s tenant improvements or (ii) the date Lessee occupies the Leased Premises. For purposes of this paragraph “occupancy” shall not include the period of time Lessee is completing finish-out improvements within the Leased Premises until the sixty (60) day period outlined in (i) of this paragraph has expired. Lessor shall deliver the Leased Premises to Lessee by no later than June 1, 2009. In the event Lessor fails to deliver the Leased Premises by this date, subject to events of force majeure, the Lessee shall have the right to terminate this Lease.

(f) Common Area Maintenance Agreement (“CAM Agreement”). That certain maintenance reimbursement agreement between SW Sports Group, L.L.C. and Lessee relating to the costs of maintaining the common areas of the Stars Center, including, but not limited to the lobby, parking and landscape areas, as well as electricity charges allocated to the Leased Premises for which Lessee shall be responsible.

(g) Event of Default. Has the meaning set forth in Section 10.1.

(h) Force Majeure. Any unforeseeable causes beyond a Party's control and without such Party's fault or negligence, including, but not limited to, acts of God, acts of the public enemy, acts of the Federal Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes, and unusually severe weather or unforeseen environmental or archaeological conditions requiring investigation/mitigation by federal, state or local laws.

(i) Hazardous Materials. Has the meaning set forth in Section 7.7(c).

(j) Impositions. Taxes and assessments against the Leased Premises or Lessee’s interest therein that accrue during and are applicable to the Term.

(k) Improvements. All enhancements from time to time constructed or installed on or in the Leased Premises.

(l) Lease. This Lease Agreement by and between Lessor, as lessor, and Lessee, as lessee, covering the Leased Premises.

(m) Lease Year. Each successive 12-month period during the Term from and including the Commencement Date.

(n) Leased Premises. Approximately 12,000 square feet of interior space located within a portion of the building housing the Stars Center as generally depicted on the attached **Exhibit A**, which shall include the exterior glass curtain wall adjacent thereto, the dedicated HVAC system serving the Leased Premises and fifty (50) parking spaces located in the Parking Facility (Legal Description for Location of Parking Facility as described on the attached **Exhibit B**), with access to utilities. The Lessee shall be responsible for making application to the appropriate utility provider to gain access to such utilities.

(o) Leasehold Mortgage. Any mortgage, deed of trust or other instrument in the nature thereof which encumbers any of Lessee's rights, titles and interests in and to use the Leased Premises, including, without limiting the generality of the foregoing, its right to use and occupy the Leased Premises and all of its rights, titles and interests in and to any and all Improvements.

(p) Leasehold Mortgagee. Any mortgagee, trustee or anyone that claims an interest by, through or under a Leasehold Mortgage.

(q) Lessee. Zoom Sports, Inc., a Texas corporation, or any assignee thereof as provided in Section 8.1 hereof.

(r) Lessor. The City of Frisco, Texas, a duly incorporated home rule city of the State of Texas located in Collin County, Texas.

(s) Lessor Entity. Lessor or any governmental body, agency or political subdivision to whom Lessor's power to levy, assess or collect ad valorem taxes is transferred by law or contract.

(t) Mortgaged Premises. All of Lessee's leasehold estate under this Lease covered by a Leasehold Mortgage as applicable.

(u) Parking Facility. The structured parking facility located immediately adjacent to the west side of the Stars Center.

(v) Stars Center. The community-style recreational ice skating facility, consisting of two ice surfaces, locker room facilities, concession area, meeting rooms and retail store, together with all related infrastructure improvements, including, without limitation, landscaping, exterior lighting and walkways, constructed, or to be constructed, in Frisco, Texas, in which the Leased Premises is located.

(w) Sublessee. Any person or entity to whom or to which Lessee grants or licenses any rights to occupy, use, operate, manage, provide services in or the sale of food, beverages, services, merchandise or sporting goods within the Leased Premises.

(x) SSG. Southwest Sports Group, L.L.C., lessee and operator of the Stars Center.

(y) Term. The term of this Lease as provided in Section 1.2 hereof.

ARTICLE 2

Lease Payment

Lessee shall pay the City base rent (“Base Rent”) in an amount equal to \$165,000.00 per year payable each year in twelve (12) equal payments of \$13,750.00 each on or before the first day of each month during the Term. In the event the Commencement Date falls on a day other than the first day of a month, the Base Rent payable for such first month shall be an amount equal to \$13,750.00 multiplied by a fraction, the numerator of which shall be the number of days remaining in such first month and the denominator of which shall be the number of days in such month, which amount shall be paid to Lessor on or before the Commencement Date. All rental payments shall be made payable to the City of Frisco and must be received by the City no later than the due date. All late payments shall bear interest at the lesser of (i) 12% or (ii) the highest rate allowed by law. Anything to the contrary contained in this Article 2 notwithstanding, Lessee’s obligation to pay Base Rent shall not commence until the first day of the full month following the Commencement Date.

ARTICLE 3

Impositions and Utilities

3.1 Payment of Impositions. Except as provided elsewhere in this Article 3, Lessee shall pay all Impositions before the same become delinquent, and Lessee, at the request of Lessor, shall furnish to Lessor receipts or copies thereof showing payment of such Impositions. Lessee shall be entitled to pay any Impositions in installments as and to the extent the same may be permitted by the applicable taxing authority or claimant.

3.2 Contest of Impositions. If the levy of any of the Impositions shall be deemed by Lessee to be improper, illegal or excessive, or if Lessee desires in good faith to contest the Impositions for any other reason, Lessee may, at Lessee’s sole cost and expense, dispute and contest the same and file all such protests or other instruments and institute or prosecute all such proceedings for the purpose of contest as Lessee shall deem necessary and appropriate. Subject to the foregoing, any item of contested Imposition need not be paid until it is finally adjudged to be valid.

3.3 Utilities and Common Area Maintenance Charges. Lessee shall pay all bills for utility service provided to the Leased Premises and all common area maintenance charges in the manner as set forth in the separate CAM Agreement between SSG and Lessee. An event of default beyond any applicable notice and cure periods by Lessee under such CAM Agreement shall constitute an event of default under this Lease. The execution of the CAM Agreement with SSG shall be contemporaneous with the execution of this Lease.

ARTICLE 4

Improvements

4.1 Improvements, Removals and Replacements.

(a) Lessor shall deliver the Leased Premises to Lessee in a clean condition, but shall have no obligation to make any Improvements thereto beyond those specifically listed in **Exhibit C** attached hereto. The “Zoom Finish Out Pricing - Customer Discount” is the maximum amount (Sixty-three thousand nine hundred fourteen dollars and forty-eight cents [\$63,914.48] for improvements and five thousand [\$5,000.00] for architectural) to be paid by Lessor. Any change in vendors or change to scope, or upgrades, to the list of Improvements, made at the request of the Lessee, shall be at the sole expense of the Lessee.

(b) Should Lessee fail to complete at least the first twenty-four (24) months of the term of this Lease Lessee shall reimburse Lessor the cost of all Improvements listed in **Exhibit C** on a prorated basis. Such proration shall be calculated by dividing the total cost of the Improvements by twenty-four (24) and multiplying the remainder by the number of months remaining of the first twenty-four (24) month period.

(c) Lessee shall have the right, at its option and sole expense (subject to the consent of Lessor, which consent shall not be unreasonably withheld or delayed) to further develop any and all portions of the Leased Premises and to erect Improvements within the Leased Premises for any lawful purposes, as long as such Improvements do not materially interfere with the use of the Stars Center or constitute a structural modification of the Lease Premises. Any fixtures, materials or equipment installed in the Leased Premises by Lessee that have not been purchased by Lessor and that are not otherwise the property of Lessor may be removed by Lessee at any time (including, without limitation, upon the termination of this Lease), if such can be done without material damage to the Leased Premises and Lessee agrees to repair any damage caused by such removal, including the patching of holes and the painting thereof. Any Improvements purchased by Lessor or that are otherwise the property of Lessor may not be removed without the consent of Lessor and unless they are replaced with reasonably comparable Improvements.

4.2 Capital Expenditures. In addition to the Base Rent and not in lieu thereof, Lessee shall be responsible for all costs associated with the maintenance and operation of the Leased Premises (including an allocable portion of any such costs associated with the Parking Facility), including all capital expenditures deemed necessary to keep any of the facilities in the same condition as delivered to Lessee (normal wear and tear excluded) for the lease term. Lessee shall not be responsible for any repairs to the Leased Premises resulting from architectural, building or structural defects or mistakes which are covered under any warranty relating to the construction of the Leased Premises. Lessor shall use its best efforts to pursue any warranties which cover such repairs; however, Lessor’s failure or inability to obtain relief from the pursuit of such warranties shall not constitute an event of default on the part of Lessor.

4.3 Personal Property. All personal property installed or situated from time to time in the Leased Premises and paid for by Lessee shall remain the property of Lessee except for such items of personal property as Lessor may purchase and own as part of the Leased Premises

(subject to Lessee's consent) or such items of personal property which have been purchased by Lessee in substitution or replacement of personal property items originally purchased by Lessor.

ARTICLE 5

Use of Premises

1.1 Use. (a) Lessee shall use the Leased Premises as follows:

(i) Lessee will provide physical therapy services, athletic enhancement programs, human performance training and fitness to athletes and non-athletes.

(ii) Lessee may provide, or cause a sublessee to provide, chiropractic medicine, sports massage, and related services for injury rehabilitation, or substantially similar services including retail sales relating to, or supporting, the foregoing activities, within the Leased Premises during the Term.

(iii) No other uses shall be allowed.

(b) Lessee shall have the non-exclusive use of streetside parking, including spaces marked for handicap access. The consideration for Lessee's 50 parking spaces is included within the Base Rent.

5.2 Compliance with Laws. Lessee agrees not to use the Leased Premises for any use or purpose in violation of any valid and applicable law, regulation or ordinance of the United States, the State of Texas, the City of Frisco or other lawful governmental authority having jurisdiction over the Leased Premises, including, without limitation, the Americans with Disabilities Act of 1990, as amended; provided, however, there shall be no violation by Lessee of this provision (i) so long as Lessee shall, in good faith within a reasonable time after Lessee acquires actual knowledge thereof, by appropriate proceedings and with due diligence, contest the alleged violation or the validity or applicability of the law, regulation or ordinance; (ii) until Lessee has had a reasonable time after a final adjudication that such law, regulation or ordinance, in fact, has been violated; and (iii) so long as neither Lessor nor any portion of the Leased Premises, during the period of such contest, will be subject to any liability, loss, penalty or forfeiture.

5.3 Maintenance; Casualty.

(a) Subject to the rights of Lessee pursuant to Section 4.1 hereof, Lessee shall keep all permanent Improvements that from time to time may be erected on the Leased Premises in a state of good repair on a regular and ongoing basis consistent with the standards of maintenance and repair of other portions of the Stars Center, reasonable wear and tear, obsolescence, acts of God and loss by casualty (except to the extent Lessee is required under this Lease to repair casualty damage) excepted. Upon termination of this Lease, Lessee shall deliver up the Leased Premises then situated thereon in good condition, reasonable wear and tear, obsolescence, acts of God and loss by casualty (except to the extent Lessee is required under this Lease to repair casualty damage) excepted. Lessee's responsibility for any maintenance or

repairs for any common areas outside of the Leased Premises shall be controlled by the CAM Agreement with SSG.

(b) With regard to casualty damage to the Leased Premises, Lessee shall, as soon as reasonably practicable but in no event later than 180 days after the date of a casualty, commence the work of repair, reconstruction or replacement of the damaged Improvement. Notwithstanding the foregoing sentence, if the casualty occurs during the last Lease Year of any Term and the extent of damage to the Leased Premises is greater than twenty percent (20%) of the then replacement value thereof (exclusive of the value of the Land) Lessee shall have the option, within one hundred eighty (180) days from the date of the occurrence of such casualty damage, to terminate this Lease by giving written notice of such termination to Lessor within said 180-day period, in which event (i) this Lease shall terminate as of the termination date specified in such notice to Lessor, which shall not be less than thirty (30) days after the date of such notice; (ii) Lessee shall no longer be required to pay Base Rent as contemplated by Article 2 hereof and all other payments due and owing as of the termination date; (iii) Lessee shall not be required to repair the damage; (iv) all insurance proceeds available as a result of such damage shall be paid to and be the property of Lessor except for those proceeds related solely to damage to Lessee's personal property and leasehold interest, if any; and (v) the Parties shall have no further liability or obligations one to the other except as may be expressly provided for herein.

5.4 Operational Rights; Revenue.

(a) Lessee shall receive all revenues generated from and associated with the Leased Premises for the duration of the lease.

(b) Subject to the terms and provisions of this Lease, Lessee shall have full and exclusive control of the management and operation of the Leased Premises.

ARTICLE 6

Promotion

6.1 Advertising. Lessee shall include a reference to the City of Frisco, Texas, in all advertisements or promotional materials which promote any programs offered within the Leased Premises.

ARTICLE 7

Insurance and Indemnity

7.1 Liability Insurance. Lessee agrees, at its sole expense, to obtain and maintain public liability insurance at all times during the Term hereof with reputable insurance companies authorized to transact business in the State of Texas for bodily injury (including death) and property damage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate protecting Lessor and Lessee against any liability, damage, claim or demand arising out of or connected with the condition or use of the Leased Premises. Such insurance shall include contractual liability, personal injury and advertising liability, business automobile (including

owned, non-owned and hired) and independent contractor liability. Such insurance coverage must be written on an “occurrence” basis. It may be maintained by any combination of single policies and/or umbrella or blanket policies. Lessor and its elected officials shall be named as an additional insured, as their interests appear, on all insurance policies required by this Section 7.1, including policies providing higher limits of liability or other coverages.

7.2 Workers’ Compensation Insurance. Lessee agrees, at its sole expense, to obtain and maintain workers’ compensation insurance, as required by applicable law, during the Term. The policy will be endorsed to provide a waiver of subrogation as to Lessor.

7.3 Property Insurance. At all times during the Term of this Lease, Lessee shall, at its sole expense, keep all leasehold improvements insured against “all risk” of loss for full replacement cost coverage, to include direct loss by fire, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke, boiler and machinery and flood. Coverage must be written by reputable insurance companies authorized to transact business in the State of Texas. Lessor shall be named as an additional insured or additional loss payee, as appropriate.

7.4 Policies. All insurance policies required by this Article 7 shall provide for at least thirty (30) days written notice to Lessor before cancellation and certificates or copies of policies of insurance shall be delivered to Lessor prior to possession of the Leased Premises. If any blanket general insurance policy of Lessee complies with the terms of this Article 7, the naming of Lessor therein as an additional insured shall be deemed compliance with the requirements for the insurance coverage provided in any such blanket policy. Lessor and Lessee hereby waive all claims, rights of recovery and causes of action that either party or any party claiming by, through or under such party by subrogation or otherwise may now or hereafter have against the other party or any of the other party’s present and future subsidiaries, affiliates, partners, officers, directors, employees, direct or indirect stockholders, agents, other representatives, successors and assigns for bodily injury (including death) to persons, or loss or damage to property of Lessor and Lessee whether caused by the negligence or fault of Lessor and Lessee or their partners, directors, officers, employees, agents or representatives or otherwise, to the extent that the injuries, losses or damages are covered by the proceeds of insurance policies maintained by either party. [Note – the leasehold improvements being insured are all the improvements, not just the Lessee’s finish out. Replacement cost coverage is required, so any cap on the Lessee’s liability is moot].

7.5 Adjustment of Losses. At the request of Lessee at any time during the Term of this Lease, any Leasehold Mortgagee may be named as a mortgagee or an additional insured, as appropriate, under any of said insurance policies required under Section 7.3 hereof, as its interest may appear. Any loss under any such insurance policy required under Section 7.3 hereof shall be made payable to Lessee for the benefit of Lessee and Lessor, to the end that Lessee shall be entitled to collect all money due under such insurance policies payable in the event of and by reason of the loss of or damage to the Leased Premises, to be applied pursuant to Section 7.6 below. Any accumulation of interest on the insurance proceeds collected by Lessee shall be added to, and become a part of, the fund being held by Lessee for the benefit of Lessor and Lessee. The adjustment of losses with the insurer shall be made by Lessee.

7.6 Application of Proceeds of Property Insurance. All proceeds payable pursuant to the provision of any policies of property insurance required to be carried under the terms of this Lease (net of reasonable expenses of collection) shall be applied for the following purposes:

(a) All such net proceeds shall first be used, subject to any other terms and conditions contained in this Lease, as a fund for the rebuilding, restoration and repair of the portion of the Leased Premises which have become destroyed or damaged for which such proceeds are payable; and

(b) Following completion of all work under subsection (a) above, any proceeds not disbursed pursuant to subsection (a) above shall be applied, subject to the terms of any Leasehold Mortgage, to Base Rent or as directed by Lessor in its sole discretion.

7.7 Environmental Investigation and Remediation.

(a) Lessee represents and warrants that it has undertaken a reasonable investigation of the environmental condition of the Leased Premises, and the results of Lessee's environmental investigation did not identify any condition relating to the environment that could reasonably be expected to materially and adversely impact Lessee's ability to conduct its operations at the Leased Premises. Lessor represents and warrants that, to the actual knowledge of Lessor, there are no Hazardous Waste (as defined below) affecting the Leased Premises.

(b) Lessee shall be responsible, at its sole expense, for performing any environmental investigation and remediation work which may be required in connection with the use and occupancy of the Leased Premises and which is caused by the presence of Hazardous Materials on the Leased Premises, except and to the extent the presence thereof results solely from the act of Lessor or its officers, employees, agents or representatives or was present prior to the Commencement Date. Such environmental investigation and remediation work shall be conducted in accordance with all applicable laws. Lessee shall notify and advise Lessor of the remediation Lessee will undertake and the procedures to be used. Lessee shall complete the remediation with due diligence and shall comply with, and shall cause its agents and contractors to comply with, all applicable laws regarding the use, removal, storage, transportation, disposal and remediation of Hazardous Materials. Lessee's obligation as provided herein to undertake environmental investigation and remediation of the Leased Premises shall be a continuing obligation of Lessee which shall survive throughout the Term. Base Rent shall be abated proportionately during any remediation of the Leased Premises for that portion of the Leased Premises so effected.

(c) The term "Hazardous Materials" means any substance, material or waste which is now or hereafter classified or considered to be hazardous, toxic or dangerous under any federal, state or local laws, rules and regulations (collectively "Laws") affecting the Leased Premises relating to pollution or the protection of human health, natural resources or the environment, but shall exclude any such items that are necessary for the ordinary performance of Lessee's or any Sublessee's business activities, provided that such are used, stored and disposed of in compliance with all Laws. If Lessee breaches its obligations under this Section 7.7 and such breach is not cured following notice and within the applicable cure period specified in Article 11 below, Lessor may take any and all action reasonably appropriate to remedy such

breach and Lessee shall promptly pay all reasonable costs incurred by Lessor in connection therewith.

7.8 General Indemnity. Lessee shall indemnify and hold Lessor harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of Lessee, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the gross negligence or willful misconduct of Lessor, or its employees, contractors or agents.

7.9 The provisions of Sections 7.7 and 7.8 shall survive the termination of this Lease and are solely for the benefit of Lessor, Lessee and Lessee's Leasehold Mortgagee and shall not be deemed for the benefit of any other person or entity.

ARTICLE 8

Assignment and Subletting

8.1 Assignment. Lessee shall not sell or assign all of the leasehold estate created hereby in its entirety without the consent of Lessor, which consent may be withheld in Lessor's sole and absolute discretion. Upon any permitted assignment, the assignee shall execute and deliver to Lessor a written assumption, in form and substance reasonably satisfactory to Lessor, of all of the obligations of Lessee pertaining to the Leased Premises and accruing under this Lease after such assignment.

8.2 Subletting. Lessee shall have the right, with the consent of Lessor, which consent shall not be unreasonably withheld, or delayed to sublease portions, but in no case to exceed a total of fifty percent (50%) of the total square footage, of the Leased Premises to any Affiliate of Lessee; provided, however, that no such subletting or assignment shall relieve Lessee of any of its obligations hereunder unless otherwise agreed in writing by Lessor, and all subleases shall be subject to the terms and provisions of this Lease. Upon any permitted subletting, the Lessee shall deliver a copy of such fully executed sublease to Lessor, in form and substance reasonably satisfactory to Lessor.

8.3 Allowed Uses. In connection with any sublease of any portion of the Lease Premises the only allowed uses are those specifically stated in Article 5.1 of this Lease or uses that are directly related to the Management of a minor or major league sports team(s) that has an active contract with SSG for utilization of the Stars Center for practice, exhibition and league play. Management shall mean, for the purposes of this section, the location of all senior management staff in the Leased Premises and not solely equipment or promotional management staff.

8.4 General Provisions. Lessee shall, in connection with any assignment or sublease, provide notice to Lessor of the name and address of any assignee or Sublessee, together with a complete copy of the assignment agreement or sublease.

ARTICLE 9

Leasehold Mortgages

9.1 Leasehold Mortgages Permitted. Lessee, from time to time and at any time, and may grant a Leasehold Mortgage, subject to the written consent of Lessor, which consent shall not be unreasonably withheld or delayed. In the event that Lessee grants a Leasehold Mortgage, upon Lessee's written request to Lessor, Lessor will execute and deliver an estoppel certificate addressed to the Leasehold Mortgagee setting forth the information described in Section 14.2 of this Lease, confirming the terms of this Article 9, and providing Lessor's agreement to recognize the Leasehold Mortgagee or any purchaser of the Mortgaged Premises at foreclosure provided such Leasehold Mortgage or purchaser of the Mortgaged Premises conforms to and abides by the terms and conditions of this Lease. Notwithstanding the foregoing, no Leasehold Mortgagee shall acquire, by virtue of the Leasehold Mortgage, any greater right in the Mortgaged Premises and in any building or improvements thereon than Lessee then had under this Lease. In no event shall Lessee have the right to encumber, subordinate or render inferior in any way Lessor's fee simple title in and to the Leased Premises.

9.2 Notices to Leasehold Mortgagees. If at any time after execution and recordation of any Leasehold Mortgage in the Real Property Records of Collin County, Texas, in accordance with the provisions of Section 9.1 hereof, the Leasehold Mortgagee shall notify Lessor in writing that the Leasehold Mortgage on the Mortgaged Premises has been given and executed by Lessee, and shall furnish Lessor at the same time with the address to which the Leasehold Mortgagee desires copies of notices to be mailed, or designates some person or corporation as its agent and representative for the purpose of receiving copies of notices, Lessor hereby agrees that it will use reasonable efforts thereafter to deliver in the manner specified in Section 14.5 to the Leasehold Mortgagee and to the agent or representative so designated by the Leasehold Mortgagee, at the address so given, duplicate copies of any and all notices in writing which Lessor may from time to time give or serve upon Lessee under and pursuant to the terms and provisions of this Lease and any and all pleadings in suits filed by Lessor against Lessee.

ARTICLE 10

Default of Lessee

10.1 Lessee shall be in default if any of the following events ("Events of Default") shall occur: (a) the failure on the part of Lessee to pay 100% of the Base Rent when due after 3 days from receipt of written notice specifying such breach or non-payment from Landlord, provided, however, that Lessor shall be under no obligation to give Lessee notice of non-payment more than twice in any twelve month period; (b) any material breach by Lessee of any covenant of Lessee under this Lease other than the failure to pay Base Rent when due, and such breach has not been cured within thirty (30) days from and after the date written notice of such breach is given by Lessor to Lessee; provided, however, no Event of Default shall exist if Lessee shall have commenced to remove or to cure such breach, other than a monetary breach, and shall be proceeding with reasonable diligence to completely remove or cure such breach (provided such breach must be cured within 120 days after such notice); (c) the making of any general assignment for the benefit of creditors by Lessee; (d) the filing of a voluntary petition in

bankruptcy or a voluntary petition for an arrangement or reorganization under the United States Federal Bankruptcy Act (or similar statute or law of any foreign jurisdiction) by Lessee; (e) the appointment of a receiver or trustee for all or substantially all of Lessee's interest in the Leased Premises or its leasehold estate hereunder if not removed within 120 days; and (f) the entry of a final judgment, order or decree of a court of competent jurisdiction adjudicating Lessee to be bankrupt, and the expiration without appeal of the period, if any, allowed by applicable law in which to appeal therefrom.

10.2 Upon the occurrence and during the continuance of an Event of Default, Lessor shall have all remedies available at law or in equity, including, without limitation, termination, injunction and specific performance. All remedies of Lessor under this Lease shall be cumulative, and the failure to assert any remedy or the granting of any waiver (as provided in Section 14.17 hereof) of any event of default shall not be deemed to be a waiver of such remedy or any subsequent event of default.

10.3 Rights of Leasehold Mortgagees. Notwithstanding any other provision of this Article 10, all rights and remedies of Lessor under Section 10.1 and Section 10.2 above, as to any Mortgagee only, are subject to the provisions of Article 9 of this Lease.

ARTICLE 11

Default of Lessor

11.1 Defaults and Remedies. In the event of any breach by Lessor of any covenant of Lessor under this Lease, Lessee shall have the right to deliver to Lessor a written notice specifying such breach or non-payment, and unless within thirty (30) days from and after the date of delivery of such notice Lessor shall have commenced to remove or to cure such breach or occurrence and shall be proceeding with reasonable diligence to completely remove or cure such breach or occurrence (provided such breach or occurrence must be cured within 120 days after such notice), then Lessee shall have all remedies available at law or in equity, including, without limitation, termination, injunction and specific performance. All remedies of Lessee under this Lease shall be cumulative, and the failure to assert any remedy or the granting of any waiver (as provided in Section 14.17 hereof) of any event of default shall not be deemed to be a waiver of such remedy or any subsequent event of default.

ARTICLE 12

Condemnation

12.1 Definitions. Whenever used in this Article 12, the following words shall have the definitions and meanings hereinafter set forth:

(a) "Condemnation Proceeding". Any action brought for the purpose of any taking of the Leased Premises, or any part thereof or of any property interest therein (including, without limitation, the right to the temporary use of all or any portion of the Leased Premises), by competent authority as a result of the exercise of the power of eminent domain, including a

voluntary sale to such authority either under threat of condemnation or while such action or proceeding is pending.

(b) “Taking “ or “Taken”. The event and date of vesting of title to the Leased Premises or any part thereof or any property interest therein (including, without limitation, the right to the temporary use of all or any portion of the Leased Premises), pursuant to a Condemnation Proceeding.

12.2 Efforts to Prevent Taking. Lessor shall use its best efforts to cause all other competent authorities with the power of eminent domain to refrain from instituting any Condemnation Proceedings or exercising any other powers of eminent domain with respect to the Leased Premises, or any part thereof or any interest therein, during the Term of this Lease.

12.3 Entire Taking. If all or substantially all of the Leased Premises shall be Taken in Condemnation Proceedings, Base Rent shall be fully abated from and after the date of such Taking and from and after such date Lessee and Lessor shall not have any other obligations under this Lease with respect to the Leased Premises, except for those obligations which expressly survive the termination hereof.

12.4 Partial Taking.

(a) If less than all of the Leased Premises shall be Taken in any Condemnation Proceeding, a fair and equitable portion of the Base Rent attributable to the portion of the Leased Premises Taken shall be abated from and after the date of such partial Taking, and from and after such date Lessee and Lessor shall not have any other obligations under this Lease with respect to the portion of the Leased Premises that has been Taken, except for those obligations which expressly survive the termination hereof.

(b) If, following such Taking, Lessee determines that the remaining Leased Premises are not sufficient for Lessee to conduct its operations and provide adequate parking as intended by the Parties hereto, then Lessee, at its election, may vacate the Leased Premises, whereupon the Base Rent shall be fully abated from and after the date of such partial Taking, and from and after such date Lessee and Lessor shall not have any other obligations under this Lease with respect to the Leased Premises, except for those obligations which expressly survive the termination hereof. Such election to vacate must be exercised no later than ninety (90) days after the date of such Taking.

(c) If Lessee does not elect to vacate the Leased Premises upon any partial Taking, then (i) the Leased Premises shall be reduced by the portion thereof taken, in the Condemnation Proceedings, and the Base Rent payable hereunder shall be equitably reduced during the unexpired portion of the Term as provided above, and (ii) Lessee shall commence and proceed with reasonable diligence to repair or reconstruct the remaining Improvements on the Leased Premises, if any; provided, however, Lessee's obligation to so repair or reconstruct the remaining Improvements shall be limited to the proceeds of the condemnation award actually received by Lessee.

12.5 Temporary Taking. If any right of temporary (hereinafter defined) possession or occupancy of all or any portion of the Leased Premises shall be Taken, the Base Rent shall be

reduced or abated during the duration of such Taking in a fair and equitable manner that reflects the inability of Lessee to use the affected portion of the Leased Premises. A Taking shall be considered “temporary” only if the period of time during which Lessee is deprived of usage of all or part of the Leased Premises as the result of such Taking is less than ninety (90) days. Any other “Taking” that is not “temporary” as described above shall be treated as an entire Taking under Section 12.3 above or as a partial Taking under Section 12.4 above.

12.6 Condemnation Award.

(a) No Taking shall have the effect of terminating this Lease. None of the provisions of this Article 12 shall affect the right, title or interest of Lessee in the leasehold interest created by this Lease. For the purposes of determining the portion of any condemnation award to which Lessee is entitled to receive from the condemning authority as a matter of law, Lessee’s right, title and interest in the Leased Premises shall be granted and arising under this Lease without consideration of this Article 12. This Article 12 pertains only to Lessee’s and Lessor’s continuing obligations under this Lease following a Taking and to the agreement between Lessor and Lessee regarding any condemnation awards.

(b) Any condemnation award shall be divided between Lessor and Lessee in accordance with the relative amounts expended by each Party for capital costs pertaining to the Leased Premises. Lessor shall deliver to Lessee that portion of any condemnation award that Lessor may receive to which Lessee is entitled as provided in this Section 12.6(b). The provisions of this Section 12.6(b) shall survive any such termination.

12.7 Settlement of Proceeding. Lessor shall not make any settlement with the condemning authority in any Condemnation Proceedings nor convey or agree to convey the whole or any portion of the Leased Premises to such authority in lieu of condemnation without first obtaining the written consent of Lessee and all Leasehold Mortgagees.

ARTICLE 13

Representations, Warranties and Special Covenants

13.1 Lessor’s Representations, Warranties and Special Covenants. Lessor hereby represents, warrants and covenants as follows:

(a) Existence. Lessor is a home rule municipal corporation of the State of Texas duly incorporated and currently existing pursuant to the constitution and laws of the State of Texas, including the Texas Local Government Code and Texas Government Code.

(b) Authority. Lessor has all requisite power and authority to own the Leased Premises, to execute, deliver and perform its obligations under this Lease and to consummate the transactions herein contemplated and, by proper action in accordance with all applicable law, has duly authorized the execution and delivery of this Lease, the performance of its obligations under this Lease and the consummation of the transactions herein contemplated.

(c) Binding, Obligation. This Lease is a valid and binding obligation of Lessor and is enforceable against Lessor in accordance with its terms.

(d) No Defaults. The execution by Lessor of this Lease and the consummation by Lessor of the transactions contemplated hereby (i) do not, as of the Commencement Date, result in a breach of any of the terms or provisions of, or constitute a default, or a condition which upon notice or lapse of time or both would ripen into a default, under Lessor's charter or any resolution, indenture, agreement, instrument or obligation to which Lessor is a party or by which the Leased Premises or any portion thereof is bound; and (ii) do not, to the knowledge of Lessor, constitute, a violation of any law, order, rule or regulation applicable to Lessor or any portion of the Leased Premises of any court or of any federal, state or municipal regulatory body or administrative agency or other governmental body having jurisdiction over Lessor or any portion of the Leased Premises.

(e) Consents. No permission, approval or consent by third parties or any other governmental authorities is required in order for Lessor to enter into this Lease, make the agreements herein contained or perform the obligations of Lessor hereunder other than those which have been obtained.

(f) Quiet Enjoyment. During the Term of this Lease and subject to the terms of this Lease, Lessee shall have the quiet enjoyment and peaceable possession of the Leased Premises against hindrance or disturbance by Lessor or any person or entity acting by, through or under Lessor.

(g) Proceedings. There are no actions, suits or proceedings pending or, to the reasonable best knowledge of Lessor, threatened or asserted against Lessor affecting Lessor or any portion of the Leased Premises, at law or at equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

(h) Impositions. Lessor has not received any notice of any condemnation actions, special assignments or increases in the assessed valuation of taxes or any Impositions of any nature which are pending or being contemplated with respect to the Leased Premises or any portion thereof.

(i) Compliance with Laws. Lessor has not received any notice of any violation of any ordinance, regulation, law or statute of any governmental agency, including specifically, but without limitation, the Americans With Disabilities Act, the Texas Architectural Barriers Act and any federal or state environmental act, pertaining to the Leased Premises or any portion thereof.

(j) Encumbrances. Lessor has good and marketable fee simple title to the Leased Premises, subject to no liens or security interests, and Lessor has not placed or granted any liens or security interests against the Leased Premises.

(k) Limitations. Except as otherwise expressly provided herein, this Lease is made by Lessor without representation or warranty of any kind, either express or implied, as to the condition of the Leased Premises, its merchantability, its condition or its fitness for Lessee's intended use or for any particular purpose.

13.2 Lessee's Representations, Warranties and Special Covenants.

(a) Existence. Lessee is duly organized and validly existing under the laws of the state of its organization and is authorized to do business in the State of Texas.

(b) Authority. Lessee has all requisite power and authority to own its property, operate its business, enter into this Lease and consummate the transactions herein contemplated, and by proper action has duly authorized the execution and delivery of this Lease and the consummation of the transactions herein contemplated.

(c) Binding Obligation. This Lease is a valid and binding obligation of Lessee and is enforceable against Lessee in accordance with its terms, subject to (a) applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, rearrangement, moratorium, receivership, liquidation and similar laws affecting creditors rights or (b) general principles of equity.

(d) No Default. The execution by Lessee of this Lease and the consummation by Lessee of the transactions contemplated hereby do not, as of the Commencement Date, result in a breach of any of the terms or provisions of, or constitute a default or condition which upon notice or the lapse of time or both would ripen into default under, the organizational documents of Lessee or under any indenture, agreement, instrument or obligation to which Lessee is a party or is bound.

(e) Consents. No permission, approval or consent by third parties or any other governmental authorities is required in order for Lessee to enter into this Lease, make the agreements herein contained or perform the obligations of Lessee hereunder other than those which have been obtained.

(f) As-Is. Lessee accepts the Leased Premises on an "as-is" basis with all faults, except as provided in this Lease.

ARTICLE 14

Miscellaneous

14.1 Inspection. Lessee shall permit Lessor and its agents to enter into and upon the Leased Premises with reasonable notice and during normal business hours for the purpose of inspecting the same on the condition that Lessee's and Lessee's tenants' and invitees' quiet enjoyment of the same is not interfered with.

14.2 Estoppel Certificates. Lessee and Lessor shall, at any time and from time to time upon not less than ten (10) days' prior written request by the other Party, execute, acknowledge and deliver to Lessor or Lessee, as the case may be, a statement in writing certifying (a) its ownership of the interest of Lessor or Lessee hereunder, as the case may be, (b) that this Lease is unmodified and in full force and effect (or if there have been any modifications, that the same is in full force and effect as modified and stating the modifications), (c) the dates to which the Base Rent and any other charges have been paid, and (d) that, to the best knowledge of Lessor or Lessee, as the case may be, no default hereunder on the part of the other Party exists (except that

if any such default does exist, the certifying Party shall specify such default.) Upon request by Lessee, Lessor's estoppel certificate also shall be addressed to the Leasehold Mortgagees, if any.

14.3 Release. If requested by Lessor, Lessee shall, upon termination of this Lease, execute and deliver to Lessor an appropriate release, in form proper for recording, of all Lessee's interest in the Leased Premises, and upon request of Lessee, Lessor will execute and deliver a written cancellation and termination of this Lease and release of all claims (if none are then outstanding) in proper form for recording to the extent such release is appropriate under the provisions hereof.

14.4 Lessor's Right to Perform Lessee's Covenants. If Lessee shall fail in the performance of any of its covenants, obligations or agreements contained in this Lease, other than the obligation to pay Base Rent, and such failure shall continue without Lessee curing or commencing to cure such failure within all applicable grace and/or notice and cure periods, Lessor after ten (10) days additional written notice to Lessee specifying such failure (or shorter notice if any emergency meaning that there is imminent danger to the safety of persons or of substantial damage to property exists) may (but without any obligation to do so) perform the same for the account and at the expense of Lessee, and the amount of any payment made or other reasonable expenses (including reasonable attorneys' fees incurred by Lessor for curing such default), with interest thereon at the lesser of twelve percent (12%) per annum or the highest rate then allowed by law, shall be payable by Lessee to Lessor on demand, or, if not so paid, shall be treated at Lessor's option as a monetary default hereunder pursuant to and subject to all of the provisions of Section 10.2 hereof.

14.5 Notices. All notices, demands, payments and other communications required to be given or made hereunder shall be in writing and shall be duly given if delivered by hand, messenger, telecopy or reputable overnight courier or if mailed by certified or registered mail, first class postage prepaid, and shall be effectively received upon the date of such delivery or two (2) days after such mailing, to the respective parties hereto at the addresses set forth below, or to such other address furnished in writing to the other party hereto.

If to Lessee:	Zoom Sports, Inc. 2995 Preston Road, Suite 1550 Frisco, Texas 75034 Attn: Jim Swieter
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With copy to:	Leggett & Clemons, PLLC 2745 North Dallas Parkway, Suite 310 Plano, Texas 75093 Fax: (214) 473-8685 Attn: Dewey B. Leggett
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If to Lessor: George A. Purefoy Municipal Center
6101 Frisco Square Blvd.
Frisco, Texas 75034
Fax: (972) 292-5100
Attn: City Manager, 5th Floor

With a copy to: Abernathy, Roeder, Boyd & Joplin, P.C.
1700 Redbud Boulevard, Suite 300
McKinney, Texas 75069
Fax: (214) 544-4044
Attn: Robert Roeder

14.6 Successors and Assigns. Except as expressly provided in Article 8, this Agreement may not be assigned without the prior written consent of the other party hereto. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns.

14.7 Amendment. Except as expressly provided herein, neither this Lease nor any term hereof may be amended, waived, discharged or terminated, except by a written instrument signed by the parties hereto.

14.8 Headings and Subheadings. The headings of the articles, sections, paragraphs and subparagraphs of this Lease are for convenience or reference only and in no way define, limit, extend or describe the scope of this Lease or the intent of any provisions hereof.

14.9 Unavoidable Default and Delays. After the date of execution of this Lease, the time within which any party to this Lease shall be required to perform any act under this Lease shall be extended by a period of time equal to the number of days during which performance of such act is delayed by casualty, damage, strikes or lockouts, acts of God, governmental restrictions, failure or inability to secure materials or labor, reason of priority or similar regulations or order of any governmental or regulatory body, enemy action, civil disturbance, fire, unavoidable casualties or any other cause beyond the reasonable control of the party seeking the extension. The provisions of this Section 14.9 shall not operate to excuse either Party from prompt payment of the Base Rent or any other payments required by the terms of this Lease.

14.10 Severability. In the event one or more of the terms or provisions of this Lease or the application thereof to any Party or circumstances shall, to any extent, be held invalid, illegal or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

14.11 Governing Law. THIS LEASE SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES APPLICABLE THERETO AND THE LAWS OF THE STATE OF TEXAS APPLICABLE TO A LEASE EXECUTED, DELIVERED AND PERFORMED IN SUCH

STATE, WITHOUT REGARD TO ANY OTHERWISE APPLICABLE PRINCIPLES OF CONFLICTS OF LAW.

14.12 Venue for Actions. The venue for any legal action arising out of this Lease shall lie exclusively in Collin County, Texas.

14.13 Attorneys' Fees. Should either Party to this Lease engage the services of attorneys or institute legal proceedings to enforce its rights or remedies under this Lease, the prevailing Party to such dispute or proceedings shall be entitled to recover its reasonable attorneys' fees, court costs and similar costs incurred in connection with the resolution of such dispute or the institution, prosecution or defense in such proceedings from the other Party.

14.14 Relationship of Parties. Nothing contained herein shall be deemed or construed by the Parties hereto or by any third party as creating the relationship of principal and agent, partnership, joint venture or any association between the Parties hereto, it being understood and agreed that none of the provisions contained herein or any acts of the Parties in the performance of their respective obligations hereunder shall be deemed to create any relationship between the Parties hereto other than the relationship of Lessor and Lessee. It is understood and agreed that this Lease does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other. Each Party shall be responsible for any and all suits, demands, costs or actions proximately resulting from its own individual acts or omissions.

14.15 Net Lease. It is the intention of Lessor and Lessee that the Base Rent payable under this Lease after the Commencement Date and all Impositions and other costs related to Lessee's use or operation of the Leased Premises under this Lease (other than amounts as may be required to be paid by Lessor pursuant to specific provisions of this Lease) shall be absolutely net to Lessor, and that Lessee shall pay during the Term, without any offset or deduction whatsoever (except as may otherwise expressly provided in this Lease), all such Impositions and other costs due by Lessee under this Lease.

14.16 Intentionally Omitted.

14.17 Non-Waiver. No Party shall have or be deemed to have waived any default under this Lease by the other Party unless such waiver is embodied in a document signed by the waiving Party that describes the default that is being waived. Further, no Party shall be deemed to have waived its rights to pursue any remedies under this Lease, unless such waiver is embodied in a document signed by such Party that describes any such remedy that is being waived.

14.18 Obligations to Defend Validity of Agreement. If litigation is filed by a third party against Lessee or Lessor in an effort to enjoin either Party's performance of this Lease, the Parties hereto who are named as parties in such action shall take all commercially reasonable steps to support and defend the validity and enforceability of this Lease. Either Party may intervene in any such matter in which the other Party hereto has been named as a defendant. Each Party shall be responsible for its attorneys' fees and costs of litigation.

14.19 Survival. Covenants in this Lease providing for performance after termination of this Lease shall survive the termination of this Lease.

14.20 Entire Agreement. This Lease (including the Exhibits attached hereto and incorporated herein, if any) and the other documents delivered pursuant to this Lease or referenced herein constitute the full and entire understanding and agreement between the Parties with regard to the subject matter hereof. There are no representations, promises or agreements of Lessor or Lessee regarding the subject matter of this Lease not contained in this Lease, the Exhibits attached hereto or the other documents delivered pursuant to this Lease or referenced herein.

14.21 Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

14.22 Waiver of Consequential Damages. Notwithstanding anything in this Lease, to the contrary, Lessor hereby waives any consequential damages, compensation or claims for inconvenience, loss of business, rents or profits as a result of any injury or damage, whether or not caused by the willful or wrongful act of Lessee or its representatives, agents or employees. Anything to the contrary in this Lease notwithstanding, Lessee hereby waives any consequential damages, compensation or claims for inconvenience, loss of business, rents or profits as a result of any injury or damage, whether or not caused by the willful or wrongful act of Lessor or its representatives, agents or employees.

14.23 Memorandum of Lease Agreement. Upon either party's request, the other party shall execute and allow such party to record in Collin County, Texas a Memorandum of Lease Agreement with respect to this Lease. In the event such a memorandum is recorded, the parties agree that upon a termination of this Lease, the parties shall execute and record a termination of such Memorandum of Lease Agreement.

ARTICLE 15

Extensions of the Term

15.1 Extension. Lessee, at its option, may extend the Term for one (1) successive five-year period by delivering to Lessor a written notice of extension not later than one hundred eighty (180) days prior to the end of the Term. During the extension of the Term as provided above, the rights and obligations of Lessor and Lessee under this Lease shall continue throughout such extension period except that (i) the "Term" as used in this Lease shall be extended to include the extension period and (ii) the Base Rent charged to Lessee during such period shall be an amount mutually agreed to by the parties.

ARTICLE 16

Signage

16.1 Interior Signage. Subject to the prior consent of Lessor, which consent shall not be unreasonably withheld or delayed Lessee may erect such signage within the Leased Premises for the identification and promotion of its business interests; provided that such signage must

comply with the ordinances of the City of Frisco, Texas and at the termination of this Lease, Lessee shall remove such signage and restore the Leased Premises to its original condition, normal wear and tear excepted. Interior signage which is visible from the exterior of the Leased Premises shall be considered exterior signage for the purposes of this Agreement.

16.2 Exterior Signage. Lessee shall be permitted to erect signage on the exterior of the Stars Center and the Leased Premises, provided that all such exterior signage shall comply with the ordinances of the City of Frisco, Texas.

16.3 Bad Acts. This Agreement may be terminated by Lessor at any time in the event Lessee, its officers, shareholders or authorized representatives intentionally make or publish oral or written statements, advertisements or other information which is considered by the City Council to be injurious to the City of Frisco, its elected officials, appointed officials or employees.

***** REMAINDER OF PAGE INTENTIONALLY LEFT BLANK *****

WITNESS WHEREOF, the parties hereto have executed and delivered this Lease as of the date first set forth above.

LESSEE:

By: _____
Its: _____

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the ____ day of _____, 2008, by _____, _____ of _____, a Texas _____, on behalf of said _____.

Notary Public in and for the State of Texas

LESSOR:

CITY OF FRISCO

By: _____
George Purefoy
City Manager

STATE OF TEXAS

COUNTY OF COLLIN

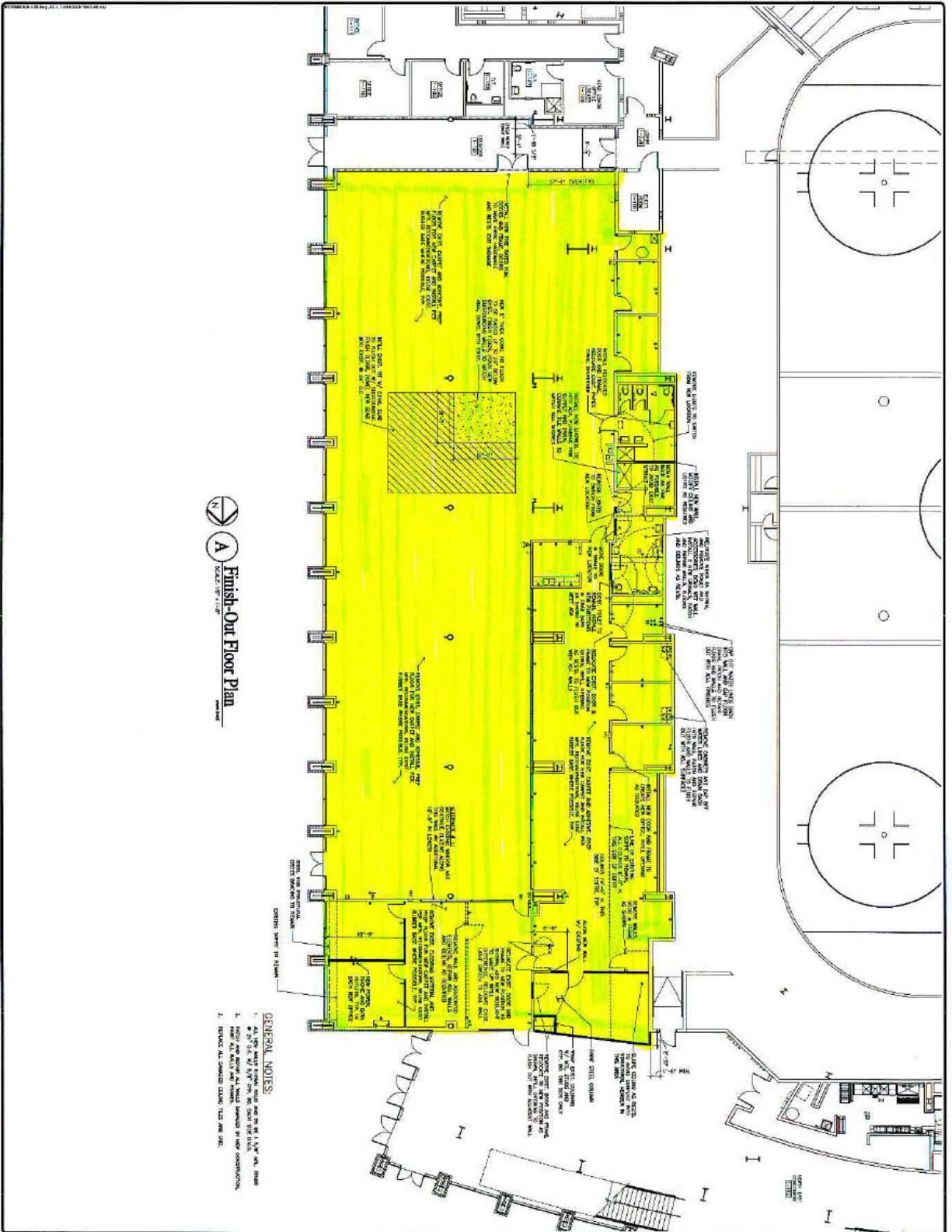
This instrument was acknowledged before me on the ____ day of _____, 2008, by George Purefoy, City Manager, City of Frisco, Texas, a duly incorporated home rule of the State of Texas, located in Collin County, Texas, on behalf of said city.

Notary Public in and for the State of Texas

My Commission Expires:

Exhibit A

**Diagram of LEASED PREMISES (Highlighted Area Only)
(One (1) Page Inserted)**





Finish-Out Floor Plan
 SCALE: 1/8" = 1'-0"

- GENERAL NOTES:**
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 IRC AND 2015 IBC.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 IRC AND 2015 IBC.
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 IRC AND 2015 IBC.
 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 IRC AND 2015 IBC.
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 8. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 IRC AND 2015 IBC.
 9. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 IRC AND 2015 IBC.
 10. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 IRC AND 2015 IBC.

<p>FINISH-OUT FOR ZOOM</p> <p>Star's Center Frisco, TX 75034</p>	<p>ARCHITECTS PHELPS & WOOD</p> <p>8992 TAYLOR POWELL ROAD FRISCO, TX 75033</p> <p>PHONE: (972) 335-9383 FAX: (972) 335-9384 EMAIL: phelpswood@phelpswood.com WEB SITE: www.phelpswood.com</p>		<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	NO.	DESCRIPTION									<p>DATE: 10/21/15 BY: [Signature] CHECKED BY: [Signature] DESIGNED BY: [Signature] PROJECT NO.: A2.1</p>
NO.	DESCRIPTION													

Exhibit B

**Legal Description for Location of Parking Facility
(One (1) Page Inserted)**

Legal Description of Parking Structure Tract

Being Lot 2, in Block B, of FRISCO SPORTS COMPLEX, an Addition to the City of Frisco, Collin County, Texas, according to the Map thereof recorded in Volume P, Page 148, of the Map Records of Collin County, Texas.

Exhibit C

**Lessor Provided Finish-Out Items
Zoom Finish-Out Pricing with Customer Discount
(One (1) Page Inserted)**

Zoom Finish Out Pricing					Zoom Finish Out Pricing Customer Discount		Cost Per SF 12,150
Cost Event No.	ASI No.	Subcontractor	Total Cost	Cost Per SF 12,150	Description		
Cost Event # 55	Zoom Finish Out	Wilson Flooring	\$36,666.00	\$3.02	Remove existing carpet. Skim coat under new carpet. Provide and install new carpet. Remove existing base. Install new cove base and transitions strips. Remove existing VCT and provide and install new VCT.	Wilson Flooring	\$25,650.00
Cost Event # 55	Zoom Finish Out	Lloyd Nabors	(\$15,603.00)	(\$1.28)	Damage to existing carpet in corridor.	Lloyd Nabors	(\$1.28)
Cost Event # 55	Zoom Finish Out	NorthStar	\$1,930.00	\$0.16	Additional 6 sprinkler heads due to added walls in finish out space.	NorthStar	No Charge
Cost Event # 55	Zoom Finish Out	Alamo Tile	\$1,863.00	\$0.15	Dal-Tile at wall, ceiling, base and floor. Floating of shower floor with 6" Marble Threshold	Alamo Tile	\$0.15
Cost Event # 55	Zoom Finish Out	Dallas Door Supply	\$8,155.00	\$0.67	Added doors/frames/hardware at corridors, new offices	Dallas Door Supply	\$0.67
Cost Event # 55	Zoom Finish Out	Lasco	\$12,487.00	\$1.03	Removal of existing walls. Installation of new walls, and relocated doors, frames and hardware.	Lasco	\$1.03
Cost Event # 55	Zoom Finish Out	Dallas Door Supply	\$400.00		Finish Out of Alternate #1 shown on plans. Installation of additional glass wall element.	Dallas Door Supply	
Cost Event # 55	Zoom Finish Out	Lasco	\$840.00		Finish Out of Alternate #1 shown on plans. Installation of additional glass wall element.	Lasco	
Cost Event # 55	Zoom Finish Out	Naylor	\$7,830.00	\$0.64	Tape and bed gyp walls. Remove existing wall covering and prep for new paint finish where affected. Paint gyp walls throughout. Paint hollow metal door and window frames	Naylor	\$0.64
Cost Event # 55	Zoom Finish Out	Cummings	\$8,788.00	\$0.72	Removal of power in demold walls, new power and phone in offices. Relocation of added fire alarm devices.	Cummings	No Charge
Cost Event # 55	Zoom Finish Out	DynaTen	\$18,027.00	\$1.48	Removal of existing fixtures and capping of lines. Installation of new fixtures as shown on the plans. Modify water, drain and vent lines. Installation of added drain lines including concrete removal.	DynaTen	\$1.48
Cost Event # 55	Zoom Finish Out	Chatham Worth	\$750.00	\$0.06	Provide and install powder coated ADA Toilet Compartment, 30"x54" Grab Bar and Double Robe Hook	Chatham Worth	No Charge
Cost Event # 55	Zoom Finish Out	TAS	\$8,013.00	\$0.66	Backfill and compaction of select fill at existing pit. Construct grade beams and place slab and depressed area.	TAS	No Charge
Cost Event # 55	Zoom Finish Out	BBC	\$500.00	\$0.04	Demo of cabinet in laundry room and cabinets in office's	BBC	No Charge
BBC	Subtotal		\$90,646.00	\$7.46		Subtotal	\$59,649.00
BBC	General Liability	1.040%	\$1,010.13	\$0.08		General Liability	\$664.71
BBC	Data Processing	0.170%	\$165.12	\$0.01		Data Processing	\$108.65
BBC	Safety Allocation	0.150%	\$145.69	\$0.01		Safety Allocation	\$95.87
BBC	Builders Risk DIC		\$0.00	\$0.00		Builders Risk DIC	\$0.00
BBC	Subguard	1.250%	\$1,133.08	\$0.09		Subguard	\$745.61
BBC	Performance Bond	0.859%	\$834.28	\$0.07		Performance Bond	\$548.99
BBC	Cost of Work		\$93,934.30	\$7.73		Cost of Work	\$61,812.84
BBC	Fee	3.400%	\$3,193.77	\$0.26		Fee	\$2,101.64
BBC	Total		\$97,128.06	\$7.99		Total	\$63,914.48
Total Cost		12,150	\$97,128.06	\$7.99		Total Cost	\$63,914.48

Architectural Fees:	\$5,000.00
Total Fees:	\$68,914.48